

JPA File No.: JPA 05-137
AG Contract No.: KR05-0236TRN
Section: I-10 @ Ray Road
Traffic Interchange Widening (Bridge)
TRACS No.: H662701C
Budget Source Item No.: 15606

118298..!

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into this date 18th of April, 2006, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its CITY MANAGER (the "City").

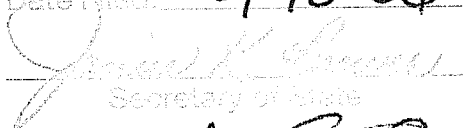
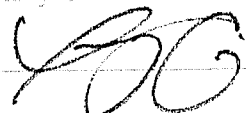
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section §28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by City Charter Chapter II, Section 2.i. to enter into this Agreement and has by ordinance, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The State plans to widen the Ray Road bridge and approaching roadways located at the Interstate 10 (I-10) traffic interchange (TI), per project plans, herein referred to as the "Project", to improve the operation and characteristics of the overall TI within the adjacent local jurisdictions. The City agrees to contribute a lump sum amount of \$125,000.00 toward the cost of the Project and maintain the pavement and median pavers upon completion of the State's construction. The purpose of the Agreement is to define each party's responsibility associated with the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 28188
Filed with the Secretary of State
Date Filed: 4-18-06

Secretary of State
By: 

II. SCOPE OF WORK

1. The State shall:

a. Upon execution of this Agreement, invoice the City \$125,000.00 for the City's contribution toward the cost of the Project.

b. Prepare design plans, specifications and such other documents and services required for construction of the Project and provide to the City for comments, as appropriate.

c. Call for bids and upon concurrence from the State Transportation Board, award one or more construction contracts to accomplish the Project, administer and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State.

d. Grant or confirm, per established procedures of the State's Phoenix District Permit Office, that the City has a valid annual citywide Encroachment Permit on file, for routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Agree, any new construction or installation shall require a separate permit through the State's Phoenix District Permit Supervisor, as per the Phoenix District's established procedures.

e. Upon completion and acceptance of the Project by the State, resume maintenance to the structural substructure and superstructure of the Project.

2. The City shall:

a. Upon execution of this Agreement and within 30 days of receipt of an invoice, remit to the State, \$125,000.00 for the City's contribution toward the cost of the Project.

b. Obtain, per established procedures of the State's Phoenix District Permit Office, a valid annual citywide Encroachment Permit for the routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Agree, any new construction or installation shall require a separate permit as per the Phoenix District's established procedures, of which may be obtained through the District Office referenced herein.

c. Upon completion and acceptance of the Project by the State, maintain the pavement and median pavers, associated with the Project.

d. Conduct all maintenance work in a manner to minimize traffic congestion and interference with through traffic. All traffic control shall meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall remain in force and effect until completion and acceptance of the Project as referenced above, provided however, that any provisions herein for maintenance as provided by the City shall be perpetual. This Agreement may be cancelled prior to the award of the Project, with 30-days written notice to either party.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this Agreement, and both parties shall be afforded the same rights, interests and obligations as provided therein.

5. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

6. Non-Availability of Funds: Every payment obligation of the State and the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State or the City at the end of the period for which the funds are available. No liability shall accrue to the State or the City in the event this provision is exercised, and the State and the City shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by Arizona Revised Statutes Section 12-1518 as applicable.

8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007
FAX: 602-712-7424

City of Phoenix
Street Transportation Director
200 W. Washington - 5th floor
Phoenix, AZ 85003-1611

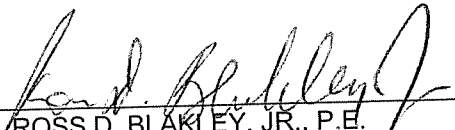
For Permit – Contact:

Arizona Department of Transportation
Phoenix District Permits Office
2140 W. Hilton Avenue, Mail Drop PM01
Phoenix, AZ 85009

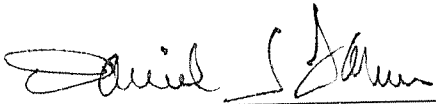
9. In accordance with Arizona Revised Statutes Section 11-952 (D), attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that this Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks, City Manager

By 
ROSS D. BLAKLEY, JR., P.E.
Acting Street Transportation Director

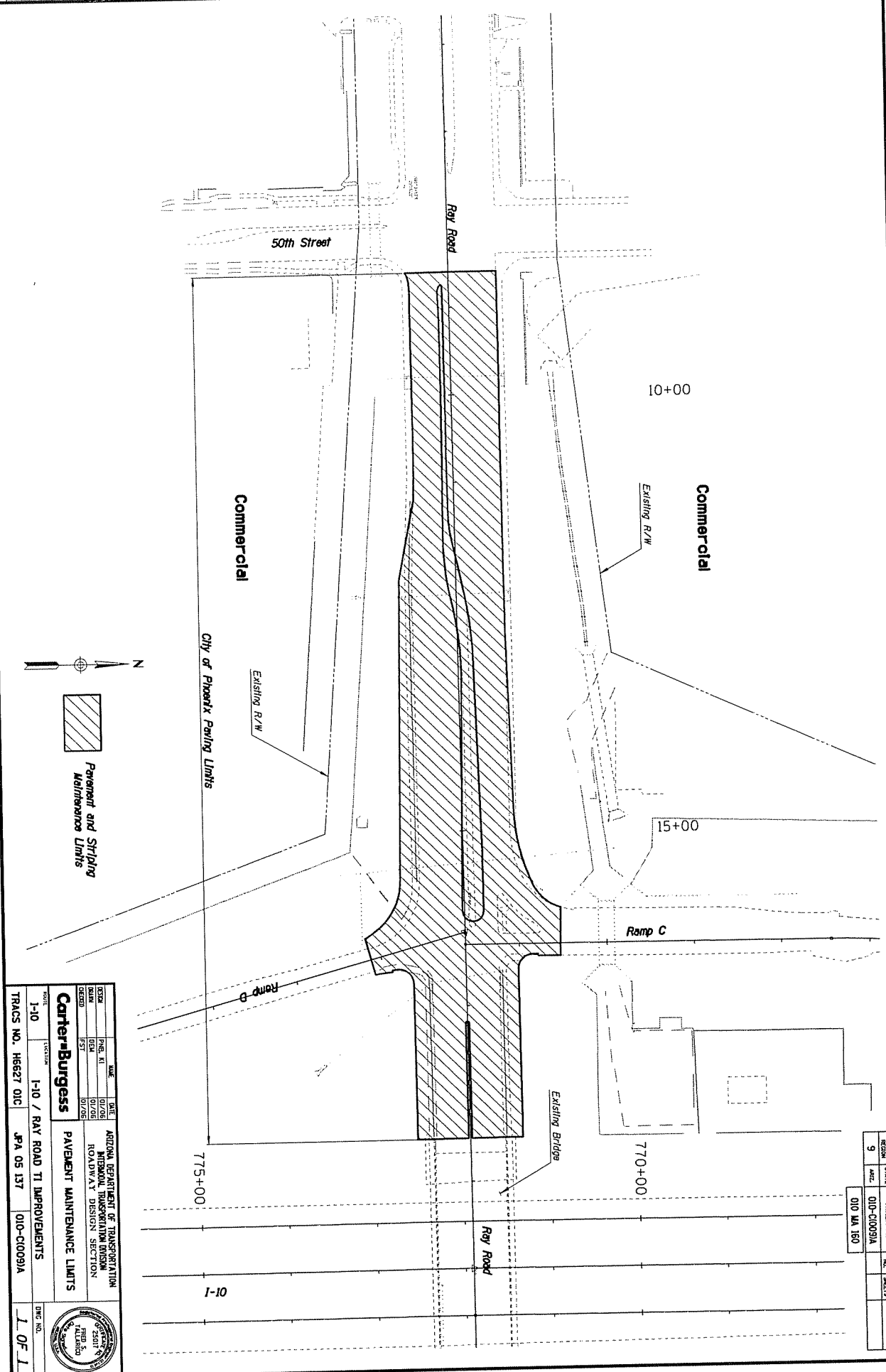
STATE OF ARIZONA
Department of Transportation

By 
DANIEL S. LANCE, P.E.
Deputy State Engineer, Valley Transportation

ATTEST:

By 
VICKY MIEL
City Clerk





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|--|-------|--|-------|
| Carter-Burgess | | ARIZONA DEPARTMENT OF TRANSPORTATION | |
| DESIGN | DATE | DESIGN | DATE |
| DESIGN | 01/05 | DESIGN | 01/05 |
| DESIGN | 01/05 | DESIGN | 01/05 |
| DESIGN | 01/05 | DESIGN | 01/05 |
| Pavement and Striping Maintenance Limits | | Pavement and Striping Maintenance Limits | |
| TRAFFIC NO. H6627 OIC | | JPA 05 137 | |
| I-10 / RAY ROAD TI IMPROVEMENTS | | 010-C10091A | |
| 1 OF 1 | | 1 OF 1 | |

| | | | | | |
|------------|-------|-------------|-----------|--------------|----------|
| DATE | STATE | PROJECT NO. | SHEET NO. | TOTAL SHEETS | AS BUILT |
| 9 | ARIZ. | 010-C10091A | 1 | 1 | |
| 010 MA 160 | | | | | |

ORDINANCE NO. S-32783

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO THE RAY ROAD INTERCHANGE AT INTERSTATE TEN; AND FURTHER AUTHORIZING THE CITY CONTROLLER TO DISBURSE FUNDS FOR PURPOSES OF THIS ORDINANCE.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as

follows:


SECTION 1. The City Manager is authorized to enter into an intergovernmental agreement with the State of Arizona through the Arizona Department of Transportation for improvements to the Ray Road interchange at Interstate Ten.

SECTION 2. The City Controller is authorized to disburse the funds in an amount not to exceed ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00) for the purposes of this Ordinance.

PASSED by the Council of the City of Phoenix this 22nd day of March, 2006.


MAYOR

ATTEST:


City Clerk

RECEIVED
CITY CLERK
MARCH 23 2006

APPROVED AS TO FORM:

William Beck Acting City Attorney
MB

REVIEWED BY:

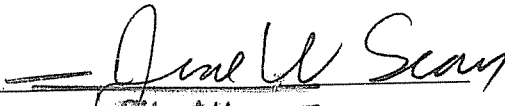
Frank Taubert City Manager

DLB:tml/CM 39/3-22-06/640686v1


ATTORNEY APPROVAL FORM
FOR THE CITY OF PHOENIX

I have reviewed the above referenced Intergovernmental Agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF PHOENIX, an agreement among public agencies, which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954, and declares this agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 27 day of March, 2006.



ACTING City Attorney
MB

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| TERRY GODDARD Attorney General |  OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA | CIVIL DIVISION TRANSPORTATION SECTION Direct Line: 602.542.8837 Facsimile: 602.542.3646 |
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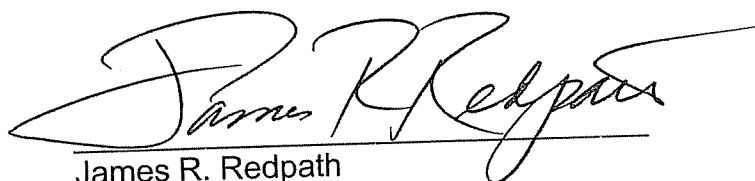
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR06-0236-TRN (JPA 05-137), an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

Date: 12 April 2006

Terry Goddard
ATTORNEY GENERAL



James R. Redpath
Assistant Attorney General
Transportation Section

JRR:djd:936111